



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is made as of the date of signature below (the “**Effective Date**”) by and between Brightly Software, Inc. (together with its affiliates, “**Company**”) and “**Party B**” identified below to protect Confidential Information (defined in Section 1) that they may disclose to each other concerning an existing or potential business relationship between them (the “**Purpose**”). The party disclosing Confidential Information under this Agreement is referred to herein as a “**Disclosing Party**,” and a party receiving Confidential Information under this Agreement is referred to herein as a “**Receiving Party**.”

AGREEMENT

In consideration of furnishing the other party with Confidential Information, the mutual covenants contained herein and, if applicable, for other good and valuable consideration, Company and Party B each agree as follows:

1. The term “**Confidential Information**” shall mean all non-public information maintained in confidence by Disclosing Party and received by Receiving Party in any form or medium, that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.
2. The parties acknowledge that each party considers the Confidential Information it discloses to be valuable, confidential and a potential trade secret. Receiving Party shall (i) use such information solely for the Purpose, and not for Receiving Party’s own or any third party’s benefit; (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to Confidential Information to its officers, directors, agents, contractors, employees or representatives (collectively, the “**Representatives**”) who have a need to know such information and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement, including any legal entity the Receiving Party controls, or is controlled by. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations. The Receiving Party acknowledges that Confidential Information of the Disclosing Party may be deemed to be material, non-public information and, as such, disclosure and use of the Confidential Information of the Disclosing Party may be restricted by securities laws. The Receiving Party agrees to, and will use reasonable efforts to cause its Representatives to, comply with all applicable securities laws regarding the use or communication of the Confidential Information of the Disclosing Party.
3. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party’s request and expense, to prevent or limit such disclosure.
4. Each party retains all right, title and interest in its Confidential Information and neither party acquires any intellectual property rights under the Agreement. Receiving Party shall not remove any intellectual property right notice from Confidential Information and shall include such notice on any copies. Any feedback provided by Receiving Party to



Disclosing Party related to Disclosing Party's products or services may be used without restriction in the further development of such products and services. Nothing in this Agreement shall be deemed a license to Receiving Party to use the intellectual property.

5. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. The parties agree that Disclosing Party shall be entitled to seek equitable relief, including an injunction and specific performance without posting bond to prevent unauthorized use or disclosure of Confidential Information, in addition to any other remedies available to Disclosing Party at law or in equity. The parties each waive the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement.

6. All Confidential Information is provided "AS IS" without warranty of any kind; and Disclosing Party hereby disclaims all warranties, express or implied by law. Receiving Party agrees that Disclosing Party shall not be liable for any damages arising from Receiving Party's use of Confidential Information.

7. This Agreement shall terminate the later of one (1) year from the Effective Date unless earlier terminated by either party upon ten (10) days prior written notice. Notwithstanding expiration or termination, Receiving Party's obligations of confidentiality shall survive for an additional three (3) year period; provided however with respect to any Confidential Information (a) that applicable law requires a longer period of confidentiality (i.e. personally identifiable information), these obligations shall continue in accordance with applicable laws; or (b) identified by the Disclosing Party as trade secret, these obligations shall continue for as long as they are considered trade secret in accordance with applicable laws.

8. At the request of Disclosing Party, the Receiving Party will promptly cease any using of Disclosing Party's Confidential Information and return to Disclosing Party or securely destroy all of Disclosing Party's Confidential Information, together with all copies thereof and all notes, drawings, abstracts and other information relating to the Confidential Information prepared by Receiving Party or any of its Representatives, in any form or medium, and whether or not then in the possession of Receiving Party or in the possession of any of its Representatives. Further, upon request of Disclosing Party, Receiving Party will provide Disclosing Party with a statement, signed by a duly authorized representative of the Receiving Party, verifying that Receiving Party has complied with the terms of this Agreement. Notwithstanding the above, neither party shall be required to erase, delete, alter or destroy back-up media made in the ordinary course of business.

9. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and communications between the parties related to the subject matter, and may be modified only in writing signed by duly authorized representatives of each of the parties. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. The Company entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Party B is domiciled:

a. In the United States and all other domiciles not otherwise mentioned, the Company entity is Brightly Software, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 300, Cary, NC 27518, attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be located in New Castle County, Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Party B is a public entity.

b. In Canada, the Company is Brightly Software Canada Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 attn: Brightly Software General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.



c. In the United Kingdom or a country in Europe, the Middle East or Africa, the Company entity is Brightly Software Limited, a limited company in England, notices shall be address to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

d. In Australia, New Zealand, a country in Asia or the Pacific region, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, notices shall be address to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

11. This Agreement may be executed and transmitted in counterparts, each of which may be enforceable as an original, but all of which together shall constitute but one agreement.

12. The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the parties other than as independent contracting parties.

13. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed prior to the assignment. Any assignment in violation of this paragraph shall be void.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Brightly Software, Inc.

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

[Party B]

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

Send notices to Party B at:

Address: _____

Address: _____